



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 27, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RESOLUTION AND NOTICE OF INTENTION TO PURCHASE REAL PROPERTY
UNINCORPORATED LOS ANGELES COUNTY – COLD CREEK AREA
(THIRD) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find this action to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Adopt the enclosed Resolution and Notice of Intention to purchase 3.08 acres of unimproved real property located in the unincorporated Cold Creek area of the Santa Monica Mountains for a purchase price of \$153,553.
3. Instruct the Executive Officer of the Board of Supervisors to carry out the necessary legal advertising pursuant to Government Code Section 25350.

IT IS FURTHER RECOMMENDED THAT, AT THE TIME OF CONSUMMATION, YOUR BOARD:

1. Order the purchase consummated in accordance with Section 25350 of the Government Code.
2. Authorize the Chief Administrative Office to execute any required documentation necessary to complete the transfer of title to the County and to accept the deed conveying title to the County.

The Honorable Board of Supervisors
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3. Authorize the Department of Parks and Recreation and/or the Auditor-Controller to deposit funds into an escrow account for the amount of the purchase price plus an amount not to exceed \$5,000 for escrow, title insurance and related costs.
4. Approve and instruct the Chair of the Board to sign the attached Amendment No. 1 to Agreement No. 72551 with the Mountains Restoration Trust adding this property under the Agreement.
5. Instruct the Assessor's office to remove the subject real property from the tax roll effective upon the transfer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to accomplish a transfer of title to 3.08 acres of unimproved real property (Assessor's parcel 4455-018-035) in the unincorporated Cold Creek area of the Santa Monica Mountains from the Mountains Restoration Trust (MRT) to the County. As consideration for this transfer of title, the County will reimburse MRT for its acquisition costs in the amount of \$153,553 from grant funds received from the State Habitat Conservation Fund Program (HCF) along with escrow fees, title insurance, and related costs not to exceed \$5,000 in connection with an escrow being held at Chicago Title Company for this transaction. The existing 55-year Management Agreement with MRT, Agreement No. 72551, to manage, control, and maintain an adjoining 30 acres of County-owned property will be amended to include this property.

Acquisition of the subject property is a continuation of the ongoing multi-year Cold Creek Restoration Plan to acquire properties for open space, preservation of riparian and wildlife habitat, and passive recreational use. On December 12, 2000, your Board approved a resolution authorizing the Department of Parks and Recreation to submit a \$300,000 grant application to the State Habitat Conservation Fund Program (HCF) for this property acquisition, which was awarded to the County on January 10, 2002.

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In accordance with the HCF grant application to the State, MRT has agreed to partner with the County to pre-acquire the property by directly negotiating and purchasing from the private owners and subsequently transferring title to the County when grant funds become available. The State HCF grant requires that title may only be held by governmental entities. In turn, MRT will be reimbursed for its acquisition costs in the amount of \$153,553, and the property will be incorporated along with adjacent County-owned land previously acquired with HCF grant funds into an existing Agreement with MRT approved by your Board on December 21, 1999 providing for MRT to manage, control, and maintain these properties for public benefit at no cost to the County.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations further the Board-approved County Strategic Plan Goal 1.1.1 (Service Excellence) and Goal 6 (Community Service) by enabling the preservation of open space and sensitive riparian and wildlife habitat, and by expanding passive recreational opportunities in Los Angeles County. Your Board's approval of these recommendations will also further Goal 4 (Fiscal Responsibility) through public/private partnership involving the State, its HCF grant program, MRT, and the County to acquire property and provide for long-term property management at minimal or no County cost.

FISCAL IMPACT/FINANCING

The source of the monetary consideration to be paid to MRT for reimbursement of their acquisition costs and for payment of escrow fees, title insurance, and related costs is solely from State HCF grant funds. By amending the existing Management Agreement with MRT to include this property, the County will avoid all ongoing property management and maintenance costs.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The subject property, as shown on the attached area map, contains 3.08 acres and is located south of Mullholland Highway between Cold Creek Road and Stunt Road. It is adjacent to 30 acres of County-owned open space under MRT's management and is bounded on the other sides by undeveloped land, all of which is covered with native vegetation. The property is zoned A1-1 (agricultural), which allows development of one dwelling unit per acre.

The monetary consideration of \$153,553 being paid to MRT for reimbursement of their acquisition costs is less than half of the current fair market value of \$325,000 for the property as established by outside independent appraisal. The difference between appraised fair market value and consideration paid will be donated value, which will satisfy the State HCF grant requirements for fifty percent local match from non-State sources. As a part of MRT's conveyance of the property to the County, MRT will reserve a conservation easement to ensure that the property is preserved in its natural condition.

MRT is a California non-profit public benefit corporation established in 1981 to protect and enhance the natural resources of the Santa Monica Mountains. They have developed long-term working relationships with Federal, State and local governmental entities, including the County, who all share a common goal of preserving and protecting open space and natural resources.

The County does not have the personnel or funding necessary to manage this property. Instead, MRT, which possesses the requisite expertise and experience, has offered to manage this property at its sole expense, along with adjacent County-owned property, by amending the existing 55-year Management Agreement, Agreement No. 72551, approved by your Board in 1999.

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The Department of Parks and Recreation has reviewed and concurs with the recommended actions. The Chief Administrative Office, pursuant to Government Code Section 65402, has provided notification to the Regional Planning Department of the County's intent to purchase the real property. The Department of Public Works has reviewed and approved the preliminary title report issued by Chicago Title Company who will insure title, and it has reviewed a Phase I environmental site assessment of the property and concurs with the consultant's conclusions that no further investigation of subsurface conditions are warranted. County Counsel has approved all documents in this transaction as to form.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from CEQA pursuant to Sections 15316 and 15325 of the Guidelines for Implementation of the California Environmental Quality Act, Title 14 of the California Code of Regulations and Classes 16 and 25 of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987.

IMPACT ON CURRENT SERVICES OR PROJECTS

The recommended actions will serve to increase passive recreational opportunities for the public and will have no impact on any other current County services or projects.

The Honorable Board of Supervisors

May 27, 2003

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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return duplicate conformed copies of the adopted Board letter, two certified copies of the Minute Order and four original signature copies of the attached Agreement to the Chief Administrative Office for further processing.

Respectfully submitted,



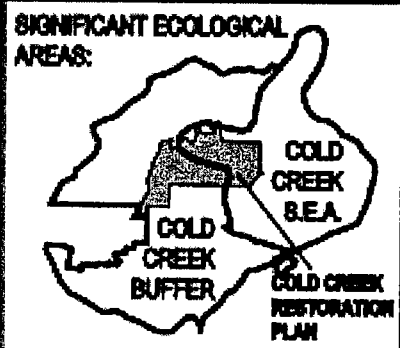
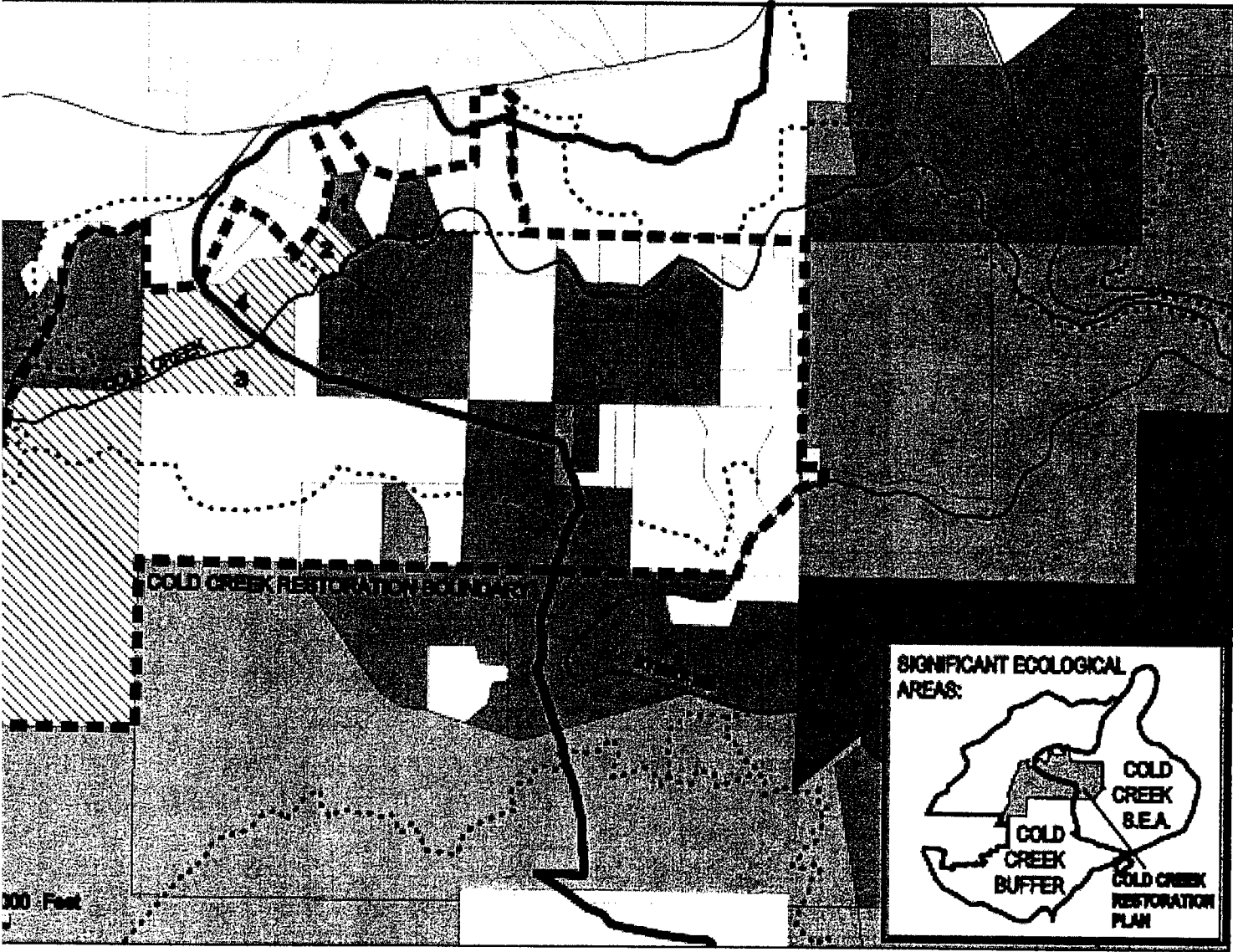
DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW

DS:rc

Attachments (3)

c: County Counsel
Department of Parks and Recreation
Assessor
Auditor-Controller



55-018-035

56
4455-021-061

- MRT/EASEMENT
- OTHER PUBLIC AGENCIES
- TRAIL

- LA. COUNTY
- PRIVATE
- BLUE-LINE STREAM

Disclaimer: This map was prepared by the
GIS Department of Mountains Restoration
Trust using ArcView 3.2a by EBRF. MRT is
not responsible to the accuracy of the data
presented herein. Verify all data before use.
April 2008

RESOLUTION AND NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to purchase a 3.08 acre unimproved parcel of land located in the unincorporated Cold Creek area of the Santa Monica Mountains in the County of Los Angeles, State of California as legally described on the attached Exhibit "A" for the sum of ONE HUNDRED FIFTY THREE THOUSAND FIVE HUNDRED FIFTY THREE DOLLARS (\$153,553) from the fee simple owner, the Mountains Restoration Trust, a California nonprofit public benefit corporation, excepting and reserving therefrom a Conservation Easement (Exhibit "B").

NOTICE IS HEREBY GIVEN that the purchase of real property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on the _____ day of _____, 2003, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the Seller with respect to the purchase of the property described herein until the Board of Supervisors approves the purchase on the named consummation date.

The foregoing Resolution was adopted on the _____ day of _____, 2003, by the Board of Supervisors of the County of Los Angeles, State of California.

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM

LLOYD W. PELLMAN
County Counsel


By  _____
Deputy

EXHIBIT A

PARCEL 1:

THAT PORTION OF THE WEST HALF OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SECTION 9, WITH THE CENTER OF COLD CANYON ROAD, AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED IN BOOK 4844 PAGE 305, OFFICIAL RECORDS, SAID INTERSECTIONS BEING A POINT IN A CURVE CONCAVE TO THE SOUTH AND HAVING RADIUS OF 100.00 FEET, A RADIAL LINE TO SAID LAST MENTIONED POINT BEARS NORTH 42°54'56" WEST;

THENCE NORTHEASTERLY ALONG SAID CENTER LINE AND SAID CURVE A DISTANCE OF 49.05 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE NORTH 75°11'25" EAST 138.84 FEET TO THE INTERSECTION WITH THAT CERTAIN CURVE IN THE CENTER LINE OF COLD CANYON ROAD, DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED IN BOOK 12212 PAGE 319, OFFICIAL RECORDS, AS BEING A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 750.00 FEET;

THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CENTERLINE AND CURVE A DISTANCE OF 456.33 FEET. THENCE TANGENT TO SAID LAST MENTIONED CURVE AND CONTINUING ALONG SAID LAST MENTIONED CENTER LINE OF COLD CANYON ROAD NORTH 40°19'45" EAST 38.0 FEET;

THENCE LEAVING SAID LAST MENTIONED CENTER LINE OF COLD CANYON ROAD SOUTH 28°22'06" EAST 111.70 FEET;

THENCE SOUTH 62°13'39" EAST 382.01 FEET;

THENCE SOUTH 39°29'31" EAST 379.82 FEET;

THENCE SOUTH 68°00'34 " EAST 112.14 FEET;

THENCE SOUTH 31°05'49" EAST 147.15 FEET;

THENCE NORTH 69°35'24" EAST 137.64 FEET;

THENCE NORTH 28°21'40" EAST 128.41 FEET;

THENCE NORTH 57°28'51" EAST 129.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 47°40'08" WEST 366.27 FEET;

THENCE NORTH 07°23'37" EAST 341.85 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN DEED TO W. SCOTT HUSTED, JR., RECORDED IN BOOK D5356 PAGE 156, OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE NORTH 83°20'20" EAST 275.86 FEET;

THENCE LEAVING SAID SOUTHERLY LINE SOUTH 18°29'32" WEST 302.63 FEET;

THENCE 32°31'09" EAST 305.03 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO W. SCOTT HUSTED, JR., RECORDED IN BOOK D5379 PAGE 328, OFFICIAL RECORDS;

THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 57°28'51" WEST 136.63 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION.

PARCEL 2:

A NONEXCLUSIVE EASEMENT FOR ROAD, UTILITY, STORM DRAIN, AND SANITARY SEWER PURPOSES OVER THAT PORTION OF THE WEST HALF OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF INCLUDED WITHIN A STRIP OF LAND OF UNIFORM WIDTH OF 64 FEET, THE CENTER LINE OF WHICH IS DESCRIBED IN PARCEL 2A AND 2B IN THAT CERTAIN DEED RECORDED IN BOOK D5379 PAGE 316, OFFICIAL RECORDS.

PARCEL 3:

A NONEXCLUSIVE EASEMENT FOR ROAD, UTILITY, STORM DRAIN, AND SANITARY SEWER PURPOSES OVER THAT PORTION OF THE WEST HALF OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN A STRIP OF LAND OF UNIFORM WIDTH OF 64 FEET, THE CENTER LINE OF WHICH IS DESCRIBED IN PARCEL 2A IN THAT CERTAIN DEED RECORDED IN BOOK D5376 PAGE 316.

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND ALSO THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SECTION 9, WITH THE CENTER LINE OF COLD CANYON ROAD, AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED ON APRIL 17, 1925 AS INSTRUMENT NO. 1380 IN BOOK 4844 PAGE 305, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID INTERSECTION BEING A POINT IN A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE TO SAID LAST MENTIONED POINT BEARS NORTH 42°54'56" WEST;

THENCE NORTHEASTERLY ALONG SAID CENTER LINE AND SAID CURVE A DISTANCE OF 49.05 FEET;

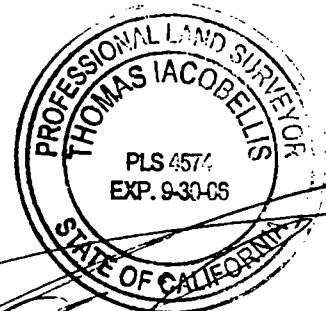
THENCE CONTINUING ALONG SAID CENTER LINE NORTH 75°11'25" EAST 138.84 FEET TO THE INTERSECTION WITH THAT CERTAIN CURVE IN THE CENTER LINE OF COLD CANYON ROAD, DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON JULY 11, 1933, AS INSTRUMENT NO. 670, IN BOOK 12212 PAGE 319, OFFICIAL RECORDS OF SAID COUNTY, AS BEING A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS 750.00 FEET;

THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CENTER LINE AND SAID CURVE A DISTANCE OF 456.33 FEET;

THENCE TANGENT TO SAID LAST MENTIONED CURVE AND CONTINUING ALONG SAID LAST MENTIONED CENTER LINE OF COLD CANYON ROAD NORTH 40°19'45" EAST 38.00 FEET;

THENCE LEAVING SAID LAST MENTIONED CENTER LINE OF COLD CANYON ROAD SOUTH 28°22'06" EAST 111.70 FEET;

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THENCE NORTH 07°23'37" EAST 341.85 FEET;
THENCE NORTH 83°20'20" EAST 275.86 FEET;
THENCE SOUTH 18°29'32" WEST 302.63 FEET;
THENCE SOUTH 32°31'09" EAST 305.03 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 57°28'51" WEST 50.00 FEET;
THENCE NORTH 10°43'04" WEST 134.63 FEET;
THENCE SOUTH 32°31'09" EAST 125.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.



[Signature]
3/25/03

EXHIBIT B

RESERVATION OF CONSERVATION EASEMENT

RECITALS

A. MOUNTAINS RESTORATION TRUST, a California, public benefit nonprofit corporation ("Grantor") is the owner of certain real property (the "Property") located in the County of Los Angeles, State of California, and more particularly described and depicted on Exhibit "A" to the Grant Deed to which this Reservation of Conservation Easement is attached, and incorporated herein by this reference.

B. Concurrently herewith, Grantor is conveying title to the Property to the COUNTY OF LOS ANGELES ("Grantee").

C. Grantor desires to reserve from its grant of said Property to Grantee a Conservation Easement in perpetuity over the Property for the purposes and under the terms and conditions set forth herein below.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions herein, and pursuant to California law, including Civil Code Section 815, et seq., Grantor hereby reserves a conservation easement in perpetuity over the Property, and by acceptance of the Grant Deed to which this is attached Grantee agrees, as follows:

1. Purpose. The purpose of this Conservation Easement is to ensure the Property will be retained in perpetuity in a natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of this Conservation Easement.

2. Grantor's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby reserves the following rights by this Grant of Conservation Easement:

(a) To preserve and protect the conservation values of the Property;

(b) To enter upon the Property at reasonable times in order to monitor Grantee's compliance with and to otherwise enforce the terms of this Conservation Easement and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantor shall not unreasonably interfere with Grantee's use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act,

failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;

(d) All mineral, air and water rights necessary to protect and to sustain the biological resources of the Property;

(e) To allow scenic enjoyment of the Property by Grantee, including but not limited to the development of hiking trails and ancillary thereto, including but not limited to installation or construction of trails, trail heads, restroom facilities and parking; and

(f) All present and future development rights.

3. Prohibited Uses. With the exception of those improvements specified in Paragraphs 2(e), 7 and 8 hereof, any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantee, Grantee's agents, and third parties, are expressly prohibited:

(a) Unseasonal watering, use of dangerous herbicides, such as Triox, Malathion and Agent Orange, rodenticides, or weed abatement activities, incompatible fire protection activities and any and all other uses which may adversely affect the purposes of this Conservation Easement;

(b) Use of off road vehicles;

(c) Grazing or surface entry for exploration or extraction of minerals;

(d) Except as specifically permitted herein, the erecting of any building, billboard, radio or telephone towers or sign, with the exception of signs regarding trail use, safety issues and hours of operation;

(e) Depositing of soil, trash, ashes, garbage, waste, bio-solids or any other material;

(f) Excavating, dredging or removing of loam, gravel, soil, rock, sand or other material;

(g) Otherwise altering the general topography of the Property, including building of roads;

(h) Removing, destroying, or cutting of trees, shrubs, non-native plants, or other vegetation, except as required by law for (1) fire breaks, (2) prevention of landslides, (3) maintenance of existing foot trails or roads, or (4) prevention or treatment of disease.

4. Grantee's Duties. Grantee shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property. In addition, Grantee shall undertake all

necessary actions to perfect Grantor's rights under Section 2 of this Conservation Easement, including but not limited, Grantor's water rights.

5. Grantee's Rights. Grantee and to its successors, and assigns, shall have all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent with the purposes of this Conservation Easement, including but not limited to those set forth in paragraph 2(e) hereof.

6. Grantor's Remedies. If Grantor determines that Grantee is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantor shall give written notice to Grantee of such violation and demand in writing the cure of such violation. If Grantee fails to cure the violation within fifteen (15) days after receipt of said written notice and demand from Grantor, or said cure reasonably requires more than fifteen (15) days to complete and Grantee fails to begin to cure within the fifteen (15) day period or fails to continue diligently to complete the cure, Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantee with the terms of this Conservation Easement, to recover any damages to which Grantor may be entitled for violation by Grantee of the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantee's liability thereof, Grantor may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantor, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantor may pursue its remedies under this paragraph without prior notice to Grantee or without waiting for the period provided for cure to expire. Grantor's rights under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantee agrees that Grantor's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantor shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantor may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. Grantor's remedies described in this section shall cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited, the remedies set forth in Civil Code Section 815, et seq., inclusive.

If at any time in the future Grantee or any subsequent transferee uses or threatens to use such lands for purposes inconsistent with this Conservation Easement, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justiciable interest in this preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

6.1 Costs of Enforcement. Any costs incurred by Grantor in enforcing the terms of this Conservation Easement against Grantee, including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantee's violation or negligence under the terms of this Conservation Easement shall be borne by Grantee.

6.2 Grantor's Discretion. Enforcement of the terms of this Conservation Easement by Grantor shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall be deemed or construed to be a waiver by Grantor of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantor's rights under this Conservation Easement. No delay or omission by Grantor in the exercise of any right or remedy upon any breach by Grantee shall impair such right or remedy or be construed as a waiver.

6.3 Acts Beyond Grantee's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantor to bring any action against Grantee for any injury to or change in the Property resulting from causes beyond Grantee's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. Fence Installation and Maintenance. Grantee may, at its option install and maintain a fence around the Conservation Easement area to protect the conservation values of the Property.

8. Notice of Intention to Undertake Certain Permitted Actions. Grantee shall notify Grantor and obtain approval from Grantor before beginning construction of improvements to the Property that are specifically permitted pursuant to the terms hereof, such as hiking trails, trail heads, parking, rest rooms, trash receptacles or restoration activities. Such approval shall not be unreasonably withheld or delayed.

9. Access. This Conservation Easement does not convey a general right of access to the public.

10. Costs and Liabilities. Other than as specifically provided herein, Grantee shall have all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

9.1 Taxes. Grantee shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), if any, including any taxes imposed upon, or incurred as result of, this Conservation Easement, and shall furnish Grantor with satisfactory evidence of payment upon request.

9.2 Hold Harmless. Grantee shall hold harmless, indemnify, and defend Grantor and its, directors, officers, employees, agents, attorneys, contractors, and representatives (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the obligation specified in Sections 4, 9 and 9.1; and (3) the existence or administration of this Conservation Easement.

9.3 Condemnation. The purposes of this Conservation Easement are presumed to be the best and most necessary public use of the Property as defined at Civil Procedure Code Section 1240.680 notwithstanding Civil Procedure Code Sections 1240.690 and 1240.700.

11. Assignment. This Conservation Easement is transferable, but Grantor may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3. Grantor shall require the assignee to record the assignment in the county where the property is located.

12. Subsequent Transfers. Grantee agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantee divests itself of any interest in all or a portion of the Property, including, without limitations, a leasehold interest. Grantee further agrees to give written notice to Grantor of the intent to transfer of any interest at least fifteen (15) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

13. Notices. Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other shall be in writing and be served

personally or sent by first class mail, postage prepaid,
addressed as follows:

To Grantee: Los Angeles County
Department of Parks and Recreation
Attn: Director
433 South Vermont Avenue
Los Angeles CA 90020-1979

To Grantor: Mountains Restoration Trust
Attn: President
7050 Owensmouth Avenue, Suite 206
Canoga Park, CA 91303-2097

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or, in the case of delivery by first class mail five (5) days after deposit into the United States mail.

14. Amendment. This Conservation Easement may be amended by Grantor and Grantee by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and, except as provided in Section 15, shall not affect its perpetual durations. Any such amendment shall be recorded in the official records of Los Angeles County, State of California.

15. Covenants Running with the Land. The covenants herein contained shall be covenants running with the land binding upon the Property and the owner and its successors and assigns for the benefit of Grantor, its successors and assigns.

16. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the deed to effect the purpose of this Conservation Easement and the policy and purpose Civil Code Section 815. et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the

Conservation Easement. No alterations or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 14.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantee's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and insure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

Recording Requested by
and When Recorded Mail to:

County of Los Angeles
Department of Parks and
Recreation
Attn: Director
433 South Vermont Ave.
Los Angeles CA 90020-1979

This Document is Exempt from Recording Fees
Government Code Sections 6103 and 27383.

**AMENDMENT NO. 1 TO AGREEMENT NO. 72551
MANAGEMENT AGREEMENT AND COVENANT
RUNNING WITH THE LAND**

This Amendment to Management Agreement and Covenant is made and entered into this ____ day of _____, 2003, by and between the County of Los Angeles ("County") and Mountains Restoration Trust, a California public benefit nonprofit corporation ("MRT").

PREMISES:

A. County is or is about to become the owner of certain real property in the County of Los Angeles, State of California, more fully described on Exhibit A-1 (the "Added Property"), having acquired the Added Property by means of a grant from the Habitat Conservation Fund (Proposition 117). The Added Property consists of 3.08 acres, more or less, of undeveloped land in its natural state, and the County is charged with the duty of managing the Added Property and maintaining it in that natural state as a wilderness preserve.

B. County does not have the personnel or funds necessary to provide management for the Added Property.

C. MRT has the ability, and is willing, to provide management for the Added Property, and County desires assurances that the Added Property will be managed and operated in a manner which will not result in injury to its resource value as a natural open space.

D. On December 21, 1999, County and MRT entered into a certain Management Agreement and Covenant Running With The Land with respect certain properties adjacent to the Added Property (the "Original Agreement") setting forth assurances of the type desired by the County. Said Original Agreement was recorded as Document No. 2000-024325, Official Records of Los Angeles County, California and is identified as County of Los Angeles Agreement No. 72551.

E. The parties to desire to amend the Original Agreement to extend the rights, duties and obligations of the parties contained therein to the Added Property and to make certain other modifications of the terms thereof.

NOW THEREFORE, it is agreed as follows:

1. **ADDITION OF ADDED PROPERTY.** The Original Agreement is hereby modified to include in the description of the real property for which MRT is named as sole and exclusive manager the Added Property, as described in Exhibit A-1 attached hereto.

2. **INCORPORATION OF OTHER PROVISIONS.** All the rights, duties, obligations, liabilities, terms, conditions and provisions set forth in the Original Agreement shall be equally applicable to the Added Property and are incorporated herein by this reference as though set forth in full.

3. **ADDITIONAL CHANGES.** Paragraphs 4 and 5 of the Original Agreement are modified to provide, and there is added a new paragraph 5A, all as follows:

4. **INDEMNIFICATION.** MRT shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses, (including attorney and expert witness fees), arising from or connected with MRT's acts and/or omissions from and/or relating to this Agreement.

5. **GENERAL INSURANCE REQUIREMENTS.** Without limiting MRT's indemnification of County and during the term of this Agreement, MRT shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at MRT's own expense:

A. Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall delivered to the Director of the Department of Parks and Recreation at 433 South Vermont Avenue, Los Angeles CA 90020-1979 prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts; its officials, officers and employees as insureds for all activities arising from this Agreement.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County. Such approval shall not be unreasonably withheld or delayed.

C. Failure to Maintain Coverage: Failure by MRT to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.

D. Notification of Incidents, Claims or Suits: MRT shall report to County:

(1) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against MRT and/or County. Such report shall be made in writing within 24 hours of occurrence.

(2) any third party claim or lawsuit filed against MRT arising from or related to services performed by MRT under this Agreement.

E. Compensation for County Costs: In the event that MRT fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, MRT shall pay full compensation for all costs incurred by County.

5A. INSURANCE COVERAGE REQUIREMENTS.

A. General Liability insurance (written on ISO policy form CG 00 01 or is equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

B. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state and for which MRT is responsible.

In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease-policy limit	\$1 million
Disease-each employee	\$1 million

D. Professional Liability insurance covering liability from any error, omission, negligent or wrongful act of MRT, its officers, or employees with limits of not less than \$1,000,000 per occurrence and in the aggregate.

6. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. MRT is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of MRT on this or other contracts which indicates that MRT is not responsible, the County may, in addition to other remedies provided in this agreement, debar MRT from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts MRT may have with the County.

C. The County may debar a contractor if the Board finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that MRT may be subject to debarment, the County, through the Department of Parks and Recreation, will notify MRT in writing of the evidence which is the basis for the proposed debarment and will advise MRT of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of MRT.

H. Throughout the duration of this agreement, MRT is obligated to inform the County whether MRT (including any of its officers and/or other person(s) on entities which have a controlling interest in MRT has been debarred and/or has been listed on any debarment of bidder list maintained by the United States Government, the State, and other local governments. Failure to inform the County may cause the termination of this agreement in its entirety.

7. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

MRT shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit "A" of this Amendment No. 1 and is also available on the Internet at www.babysafela.org for printing purposes.

8. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

MRT acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. MRT understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at MRT's place of business. MRT will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply contractors with the poster to be used.

4. **NO OTHER CHANGES.** Except as expressly set forth herein, the Original Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their authorized officials as of the day and year first above written.

COUNTY OF LOS ANGELES

MOUNTAINS RESTORATION TRUST
a California public benefit,
nonprofit corporation

By _____
Chair of the Board
of Supervisors

By Stephen A. Harris
Stephen A. Harris
President

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By [Signature]
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 200_, before
me, _____, personally appeared

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s), or the entity
upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

[Seal]

Signature _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 200_, before
me, _____, personally appeared

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s), or the entity
upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

[Seal]

Signature _____